

1904-026  
Lee Co.

Chancery Cause: Jacob L. Glass & vs. E. A. McPherson &

Herd, Roberts, Maress, Baker, Surgener

1 Plat

CA-Debt  
T-Property

-Deed  
-Correspondence



To the Hon. H. A. W. Streeu, Judge of the  
Circuit Court for Lee County, Virginia:

Humbly complaining, your orators, Jacob  
L. Glass and John McPherson, citizens of  
said County of Lee, respectfully represent  
and show unto your Honor that Thos. Mc-  
Pherson and Lydia McPherson, on the 13<sup>th</sup>  
day of April 1898 executed to J. H. Maness  
their joint bond whereby they bound them-  
selves on or by Dec 1. 1898 to pay to the  
said J. H. Maness, or order, the sum of forty-  
seven & <sup>83</sup>/<sub>100</sub> Dollars, without offset, for  
value received, waiving all Homestead and  
Exemption laws as to said debt; that on  
the 20<sup>th</sup> day of Feb. 1899, the said J. H. Ma-  
ness, by a writing on the back of said  
bond, for value received, transferred and  
assigned the said bond to one A. J. Baker,  
that the said A. J. Baker, by a certain other  
writing endorsed on the back of said bond  
sold and assigned the same to your orator,  
J. L. Glass; on the 27 day of October 1899;  
that while said assignment was made to  
the said J. L. Glass only, yet in fact it was  
and is for the benefit of both your com-  
plainants they each being equally interested  
therein and joint owners; that no part  
of said bond has ever been paid to the said  
J. H. Maness, A. J. Baker, or your orators or  
either or any one of them, but the same  
and every part thereof is now justly due



and owing to your orators. Said bond is herewith filed as a part hereof marked "Exhibit No. 1."

Your orators further represent that on the 19<sup>th</sup> day of Novr. 1894 the said Thomas McPherson and Lydia McPherson made and executed their certain other obligation in writing, signed and sealed by them, the date whereof is the day and year last aforesaid, whereby they jointly and severally bound themselves to pay to the order of one A. J. Baker the sum of two hundred and six dollars, with interest from the date of the said writing, for value received, waiving the benefit of all exemption laws as to said debt, said writing also specifying on its face that a deed of trust was executed to secure the payment thereof; that on the 31<sup>st</sup> day of December, 1894, the said McPhersons paid to the said A. J. Baker the sum of two hundred and two dollars which is endorsed as a credit thereon; that on the 29<sup>th</sup> day of November, 1899, by a writing endorsed thereon sold and assigned the said bond together with all his rights and remedies for collecting the same to the said J. L. Glass, which assignment, however, was for the benefit of both your orators in like manner as the note herein first described; that



further payments have been made, but that the residue of said sum is now justly due and owing to your orators; that, as before stated said last mentioned and described is secured by a deed of trust executed by said McPherson to S. S. Surgenor, trustee; and said bond is herewith filed as part hereof marked "Exhibit No. 2." and a copy of said deed of trust made from the deed book where recorded is likewise filed as part hereof, marked "Exhibit No. 3."

Your orators further represent that on the        day of        189   the said Thomas McPherson departed this life having first made his last will and testament which has since been duly probated as will fully appear from an inspection of a certified copy thereof which is herewith filed as a part hereof marked "Exhibit No. 4."

Your orators further represent that a short time before the death of said Thomas McPherson the said J. L. Glass made a settlement with him which showed a bal due the said glass of two dollars and eighty-seven cents. This small sum has never been paid, but is still due your orator J. L. Glass.

The said Thomas McPherson left no personal estate known to your orators, but if he did leave any such es-



tate they suppose it was taken in charge by his son E. A. McPherson who qualified as executor of his last will and testament.

The said Thomas McPherson was however the joint owner, with his said wife, Lydia McPherson, of a tract of land containing some two hundred acres and lying on the Newmans Ridge and which is more fully described in a deed from Roberts et al to them, a copy of which is herewith filed as a part hereof marked "Exhibit No. 5." And appears by said will the said Thomas McPherson devised his interest in said land, subject to the payment of his debts, to his wife for life and afterwards to his children except his daughter Mrs. Herd, to whom he had conveyed a tract of land in his lifetime.

The said Lydia McPherson is the widow and the following named are the children of said Thomas McPherson, to wit: E. A. McPherson Nancy Herd nee McPherson. Samuel McPherson. Vastine McPherson Mary McPherson Flora Roberts nee McPherson Marshall McPherson and John T. McPherson.

The said Thomas McPherson was owing at the time of his death various other debts besides those herein mentioned.



The object of this suit, which is brought for the benefit of all creditors of said Thos McPherson who will come into the same and contribute their proper proportion of the costs of same, is (1) to settle the account of E. A. McPherson, Executor as aforesaid, (2) to ascertain the debts against the estate of said Thos. McPherson; (3) to foreclose and satisfy said Deed of Trust (4) to have a sufficiency of the lands of said Thomas McPherson sold to satisfy said debts.

Your orators pray therefore that A. J. Baker, J. H. Maness, E. A. McPherson in his own right and as executor of the last will of his father, Lydia McPherson, S. S. Surgener, Trustee, Nancy Herd nee McPherson Samuel McPherson Vastine McPherson Mary McPherson Flora Roberts nee McPherson Marshall McPherson the last two named being infants

be made parties defendant to this bill and be required to answer the same, but not on oath as that is expressly waived; that a commissioner be appointed to settle the account of the executor and ascertain the debts against said estate; that so much land may be sold as will be necessary to satisfy said debts, and that full general relief be granted.



Your orator, John I McPherson would state further however that before the death of his father he leased from his said father a small boundary of said land; that said lease is in writing; and he would ask that any sale which may be directed, may be subject to said lease.

May spa issue & directed &c.  
L.P. Nyan, p. 9.



Plffs Costs

Clerk 6.04

Tax 1.50

Shff 5.50

Atty 15.00

G.A.L. 5.00

Court 30.00

Estimated 5.00

\$68.04

604

150

500

1254

J. R. Glass et al

vs.  $\frac{3}{2}$  Bill

E. A. McPherson et al

Filed January 3<sup>d</sup> 1900.

1900 1<sup>st</sup> January Rules bill

filed & pa executed and

A. S. A. L. filed & D. M.

" 2<sup>nd</sup> January rules D. M.

confd & Cause set for

hearing

Costs of Partition

Clerk 5.10

Shff 1.50

Claimed 16.00

Courts { Hickam 4.00

Watson 4.00

County Clerk 3.72

\$34.32

Lydia McPherson 17.16

Clerk for fi. fare 1.29

Co clerk 25

Total \$18.70

McPherson's heirs \$11.44

Clerk for fi. fare 1.29

County Clerk 25

Total \$12.98

Floyd Kern \$5.72

C for fi fare 1.29

Co clerk 25

Total \$7.26



To the Honorable H.A.W.Skeen, Judge of the Circuit Court  
of Lee County, Virginia:

The answer of Flora Roberts nee McPherson, and Marshall McPherson infants under the age of twenty-one years, by Geo. P.Cridlin, their Guardian ad litem, assigned to defend them in this suit, to a bill of Complaint exhibited against them and others in the Circuit Court for the County of Lee, by J.L.Glass and John T.McPherson.

The respondents reserving to themselves the benefit of all just exceptions to the said bill, for answer thereto, or so much thereof as they are advised that it is material they should answer, by their said Guardian ad litem answer and say:-

That they are infants of tender years and by reason of their infancy, are incapable of understanding, or of taking care of their rights and interests. They therefore, by their said Guardian ad litem commend themselves and their rights and interests to the protection of the Court, and pray that no decree may be pronounced which will tend to their prejudice.

And having fully answered, the said respondents pray to be hence dismissed with their reasonable costs in this behalf expended, and they will ever pray &c.

Geo. P. Cridlin Guardian ad  
litem for Flora Roberts and Marshall  
McPherson,

Virginia, Lee County, to-wit:-

This day personally appeared before me, A.B.Munsey Clerk of the Circuit Court for the County and State aforesaid, Geo.P.Cridlin, Guardian ad litem for Flora Roberts nee McPherson and Marshall McPherson, whose answer is above written, and made oath that the statements contained in the said answer so far as made of his own knowledge, are true; and so far as made from knowledge or information derived from others he believes to be true.

Given under my hand this the 1st day of January, 1900.

A.B. Munsey Clerk.



J. L. Glass et al,  
vs. { Du Chy.  
E. A. McPherson et al.

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Answer of Guardian -  
ad litem.

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Filed January 1st 1900  
A. B. Munsey Clerk

Guard. ad litem -  
- Fee \$5.00



J. L. Glass et als.

Plaintiffs.

vs.

(In Chancery)

E. A. McPherson, Executor of the last will of Thos. McPherson, deceased, and also in his own right, Lydia McPherson, Nancy Herd, nee McPherson, Samuel McPherson, Vastine McPherson, Mary McPherson, Flora Roberts, nee McPherson, Marshall McPherson, the two last named being infants, J. H. Maness, A. J. Baker and S. S. Surgener, Trustee..... Defendants.

This cause came on this the 14<sup>th</sup> day of February, 1904, to be heard upon the papers formerly read in the cause, and the report of L. T. Hyatt, Special Commissioner, filed herein on this day, and was argued by counsel.

On consideration whereof, and it appearing to the court, that the full amount of the purchase price of the land sold by said commissioner in this cause has been paid to him and that the purchaser is therefore entitled to a deed, and it further appearing to the court that the purchaser and those interested in said purchase, desires that the conveyance of the said land be made to E. B. Williams who has paid a part of the purchase price, in which deed the said Floyd Kern and his wife agree to join, it is therefore adjudged, ordered and decreed that L. T. Hyatt, who is hereby appointed a Special Commissioner for the purpose, do make and execute to the said E. B. Williams, a good and sufficient deed, conveying to him, with special warranty, the land purchased by Floyd Kern under the proceedings of this cause, (in which deed the said Floyd Kern and wife shall join), and report his <sup>action hereunder</sup> ~~answer~~ to this court at a future day of this term, to which time the cause is continued.



to which time the cause is continued.

and report his answer to this court at a future day of this term, cause, (in which deed the said Floyd Kern and wife shall join), the land purchased by Floyd Kern under the proceedings of this a good and sufficient deed, conveying to him, with special warranty the purpose, do make and execute to the said E. F. Williams,

J. T. Hyatt who is hereby appointed a Special Commissioner for to join, it is therefore adjudged, ordered and decreed that price, in which deed the said Floyd Kern and his wife agree be made to E. F. Williams who has paid a part of the purchase in said purchase, desired that the conveyance of the said land appearing to the court that the purchaser and the interested the purchaser is therefore entitled to a deed and further by said Commissioner in the cause has been paid to him and that that the full amount of the purchase price of the land sold On the 17th day of February, 1904, and it appeared to the court, these deeds and was signed by counsel.

*J. L. Glass et als.*  
*vs { In Chy.*  
*E. A. McPherson Exr*  
*et al.*

*Decree for Deed.*

*Exr CCB, No. 7 p 405*

*Enter this decree.*

*Feby 17, 1904*

*H. A. M. Stone*

and E. C. Surber, Trustee, J. H. Meness, A. J. Baker, last named being infants, J. H. Meness, A. J. Baker, McPherson, Vestine McPherson, Mary McPherson, Flora Lydia McPherson, Mary Heid, Lee McPherson, Samuel McPherson, deceased, and also in his own right, E. A. McPherson, Executor of the last will of Thos.

vs.

(In Chancery)

J. L. Glass et als.

Plaintiffs.



J.L.Glass *and* John McPherson . . . . . Plaintiffs.  
vs. (Decree) In Chancery.

E.A.McPherson, Executor of the last will and testa-  
ment of Thos.McPherson, deceased, and also in ~~his own right~~  
his own right, Lydia McPherson, Nancy Herd, nee  
McPherson, Samuel McPherson, Vastine McPherson,  
Mary McPherson, Flora Roberts, nee McPherson, Mar-  
shall McPherson, the two last named being infants,  
J.H.Maness, A.J.Baker and S.S.Surgener, Trustee....Defendants.

This cause came on this the 11th day of November, 1901, to  
be heard upon the papers formerly read in the cause, and the report  
of L.M.Carmical, Wilk M.Hickam and G.M.Watson, commissioners, filed  
in the cause on the 1st day of November, 1901, *accompanied by a plat* and was argued by  
counsel. On consideration whereof, and it appearing that the said  
report has been filed in the clerk's office of this court the time  
required by law and that no exceptions have been filed thereto, it is  
adjudged, ordered and decreed that the said report of the said com-  
missioners and the plat accompanying the same be and they are each  
hereby confirmed and approved; and, pursuant thereto, that the said  
Lydia McPherson take and hold, *as her moiety of said farm* in fee simple, Lot No.1 as shown by said  
~~report and plat; that the said Lydia McPherson take and hold, for~~  
*from said Thos. McPherson and wife*  
life, as and for her dower, in the other moiety of the said farm, lot  
No.2 as shown by said plat and report, which lot, at her death, shall  
descend to the said E.A.Mcpherson, Samuel McPherson, Vastine McPherson,  
John McPherson, Mary McPherson, Flora Roberts and Marshall Mc-  
Pherson, seven of the eight children of the said Thos.McPherson, de-  
ceased, the said Nancy Herd, his daughter, having ~~XXXXX~~ received con-  
veyance of a tract of land as her full share in her father's estate;  
that the said seven above named children of the said Thos.McPherson,



deceased, (excepting the said Nancy Herd) take and hold, in fee simple, the Lot No.3, containing 24<sup>3</sup>/<sub>2</sub> acres, as shown by the said report and plat; and that Floyd Kern, by virtue of the purchase made to him by L.T.Hyatt, special commissioner, under the proceedings heretofore had in this cause, take and hold the remainder of the said tract of land as shown by the report and plat aforesaid, the title to which, however, shall be retained by said commissioner as security for the payment of the balance of the purchase money due thereon; ~~///~~ <sup>^</sup> that the clerk of this court deliver to the clerk of the county court of this county <sup>a copy of</sup> the decree directing said partition, the said report and plat of the said commissioner; and <sup>a copy of</sup> this decree, to be by the said county court clerk recorded in the proper deed <sup>book</sup>, and whose fees for recording which shall be taxed as a part of the costs of said partition; that the said Lydia McPherson pay one half of the costs of the said partition; that the said seven above named heirs of Thos. McPherson, deceased, pay one third of the said costs; ~~xxxx~~ that the said Floyd Kern pay one sixth of the said costs; that execution may issue against said respective parties for their respective shares of the said costs in the name of the officers of the court; and that this cause be continued.

~~///~~ that the said parties hold said respective lots or parcels of land free from the claims of <sup>each other and</sup> all other parties to this suit respectively



finned.

the name of the officers of the court; and that this cause be con-  
respective parties for their respective shares of the said costs in  
one sixth of the said costs; that execution may issue against said  
pay one third of the said costs; ~~xxx~~ that the said Floyd Kern pay  
that the said seven above named heirs of Thos. McPherson, deceased,  
said Thos. McPherson pay one half of the costs of the said partition;

J. L. Glass et als.  
vs { Su Chy  
E. A. McPherson,  
Exr. &c et als.

Decree confirming par-  
tition &c.

Entered on Chancery  
Order Book No 7  
Page 18019

Enter this decree  
Novr. 11, 1901.  
H. A. W. Starnes

J. L. Hoff, special commissioner, under the proceedings heretofore had  
place; and that Floyd Kern, by virtue of the purchase made to him by  
the lot No. 3, containing 5 1/2 acres, as shown by the said report and  
decreed, (excepting the said Henry Kern) take and hold in fee simple,



J.L.Glass et als. ----- Plaintiff  
vs. } In chy.  
E.A.McPherson Ex &c.----- Defendant.

This cause came on again this day to be further heard upon the papers formerly read in the cause, the report of sale confirmed by a decree entered in this cause at the last term of this Court, and was argued by counsel; and it appearing necessary, it is adjudged, ordered and decreed that L.M.Carmical, Wilk M.Hickam and *G.M. Watson* ~~Robert P. Neely~~, be and they are hereby appointed commissioners for the purpose, do go upon the tract of land in the bill and proceedings mentioned, it being the tract of land owned by the said Thomas McPherson and his wife at the death of the said Thomas McPherson and they will first partition said land between the heirs and the widow of the said Thomas McPherson, giving to each one equal half thereof, quantity, quality, ways, woods and water considered. They will then lay off and assign to the widow of the said Thomas McPherson *adjoining her moiety of said land* one equal third in rental value of the share of said land laid off and assigned to the said Thomas McPherson's heirs. They will then lay off on the western part of the share so assigned as aforesaid to the *adjoining said dower* said Thomas McPherson's heirs ~~24~~ *24 3/4* acres which was excepted from the sale made to the said Floyd Kern. In assigning dower to said widow they will lay the same off so as to adjoin said *24 5/4* acres excepted from said sale and which they are herein directed to assign to the heirs of said McPherson. The residue of said half of said land so directed to be assigned to the heirs of Thomas McPherson, after the assignment of dower and the laying off of said *24 3/4* acres, they will assign to Floyd Kern, the purchaser. Said Commissioners will report their action to the next term of this Court. And this cause is continued.



J. L. Glass et al  
vs. { du lly.

E. A. McPherson

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Entered on Cl. B.

Vol. P. 568.

Enter this Decree

Hawthorn

June 6, 1901.



J.L.Glass et als.

Plaintiffs.

vs.

(In Chancery.))

E.A.McPherson, Executor of the last will of Thos.

McPherson, deceased, and also in his own right,

Lydia McPherson, Nancy Herd, nee McPherson, Sam-

uel McPherson, Vastine McPherson, Mary McPherson,

Flora Roberts, nee McPherson, Marshall McPherson,

the two last named being infants, J.H.Maness,

A.J.Baker and S.S.Surgener, Trustee.....Defendants.

This cause come on this day to be heard upon the papers formerly read in the cause, and the report of L.T.Hyatt, special commissioner, filed February 12th, 1901, showing a sale to one Floyd Kern of the interest of Thos.McPherson, at the time of his death, in the tract of land owned by himself and wife jointly at the time of his death, less that part of the same which shall be covered by his wodon's dower when assigned and in addition thereto twenty-four and three fourths acres, the amount so sold to be laid off of the eastern end of said farm, at the price of three hundred and twenty-one dollars and forty-two cents, which sale was made subject to a lease of a part thereof held by John McPherson; and was argued by counsel. On consideration of which, and it appearing to the court that the said report has been filed the time required by law and that no exceptions have been filed thereto, it is adjudged, ordered and decreed that the said report and the sale therein reported be and they are each hereby confirmed; that the said L.T.Hyatt, special commissioner, disburse to the parties entitled the one hundred and thirty three dollars and seventy-two cents shown by said report to be in his hands, taking proper receipts therefor; that the said L.T.Hyatt, special commissioner, collect from the said purchaser, Floyd Kern,



and his sureties, E.N.Brickey and J.H.Maness, the said three bonds for the sum of sixty-two dollars and fifty-six cents each as they severally become due, and disburse the same, when collected, to the parties entitled, taking proper receipts; that the said L.T.Hyatt, special Commissioner, make report of his action hereunder from time to time as to him may seem proper; and that the cause be continued.



J. L. Glass et al.  
vs { In Chancery  
E. A. McPherson Ex.  
et al.

Decree Confirming  
Sale &c

Entered on Chery O. B.  
No 6 Pages 486 & 487

Enter this decree

~~W a w s h u m~~  
Mch. 4<sup>th</sup> 1901.

as they severally became due, and disburse the same, when col-  
lected, to the parties entitled, taking proper receipts; that  
bonds for the sum of sixty-two dollars and fifty-six cents each  
and his sureties, E. W. Bricker and J. H. Menness, the said three



J.L.Glass et als.

Plintiffs

vs.

( In Chancery.

E.A.McPherson, Executor of the last will of Thos.

McPherson, deceased, and also in his own right,

Lydia McPherson, Nancy Herd, nee McPherson, Samuel

McPherson, Vastine McPherson, Mary McPherson Flora

Roberts, nee McPherson, Marshall McPherson, the two

last named being infants, J.H.Maness, A.J.Baker and

S.S.Surgener, Trustee... Defendants.

This cause ame on this day to be heard upon the papers formerly read herein, and the report of J.A.G.Hyatt, special commissioner, filed October 23rd, 1900, and statement XY filed therewith, and was argued by counsel. On consideration of all which and said report having been filed the time required by law and being unexcepted to, it is adjudged, ordered and decreed that the said report and statement XY therewith be approved and confirmed; that the plaintiff J.L.Glass recover from the defendant E.A.McPherson, Executor of the estate of Thos. McPherson, deceased, the sum of forty-nine dollars and ninety-eight cents (\$49.98), with legal interest on forty-two dollars and seventy-two cents, part thereof, from the first day of November, 1900, until payment, and the costs of this suit, to be taxed by the clerk of this court; that the said J.L.Glass recover from the said executor and the said Lydia McPherson the sum of fifty-three dollars and thirty three cents (\$53.33), with legal interest on forty seven dollars and eighty-three cents, part thereof, from the 1st day of November, 1900, until paid;

and



that the said J.L.Glass recover from the said executor the sum of nineteen dollars and one cents (\$19.01), with legal interest ~~thexxexxixuxxix~~ on seventeen dollars and fifteen cents, part thereof, from the 1st day of November, 1900, until paid; that W.H.Burham recover from the said executor the sum of thirteen dollars and fifty-nine cents ~~6~~ (\$13.59), with legal interest on nine dollars and fifty cents, part thereof from the 1st day of November, 1900, until payment; that Frank Maxey recover from the said executor the sum of twenty-two dollars and ninety-eight cents (\$22.98), with legal interest on twenty dollars, part thereof, from the 1st day of November, 1900, until payment; that W.A.Orr recover from the said executor the sum of three dollars and nine cents (\$3.09), with legal interest on two dollars and fifty cents, part thereof, from the 1st day of November, 1900, until payment; that Johnson, Combs & Co. recover from the said executor the sum of eleven dollars and nine cents (\$11.09), with legal interest on nine dollars and sixty-eight cents, part thereof, from the 1st day of November, 1900, until payment; that S.H.Livesay recover from the said executor the sum of five dollars and nineteen cents (\$5.19), with legal interest ~~thexxon~~ three dollars and sixty-five cents, part thereof, from the 1st day of November, 1900, until payment; that Testerman Bros. recover from the said executor the sum of eleven dollars and twenty-one cents (\$11.21), with legal interest on ten dollars and ten cents, part thereof, from the 1st day of November, 1900, until payment; that Frank Albert recover from the said executor the sum of five dollars and ninety-two cents (\$5.92.), with legal interest on five dollars, part thereof,



from the 1st day of November, 1900, until payment; that F.J. Wygal recover from the said executor the sum of seven dollars and eighty-four cents (\$7.84), with legal interest ~~thereon~~ on seven dollars, part thereof, from the 1st day of November, 1900, until payment; that W.B. Horner recover from the said executor the sum of nineteen dollars and eighty-nine cents (\$19.89), with legal interest on eighteen dollars, part thereof, from the 1st day of November, 1900, until payment; that C.C. Poteet recover from the said executor the sum of two dollars and fifty-five cents with interest thereon from the 1st day of November, 1900, until paid.

It is further adjudged that the first recovery herein had constitutes a first lien on the lands of the said decedent which are described in the deed of trust filed as exhibit No. 3 with the bill, and that all the other recoveries are of equal priority and constitute second liens on the said real estate:

It is further adjudged ordered and decreed that unless the said recoveries be paid within thirty days from the adjournment of this court, then L.T. Hyatt, who is hereby appointed a special commissioner for the purpose, will, after having executed bond before the clerk of this court in the penalty of five hundred dollars and after having duly advertised the same by posting written or printed notices thereof at three or more public places in said county, one of which shall be the court-house door and another the neighborhood where the land lies, proceed, ~~on~~ some court day, at the front door of the court-house, by public auction, to sell the said real estate of the said Thomas McPherson, or so much thereof as may be necessary to satisfy

*being an undivided half of the tract of land on which said McPherson resided at time of his death, subject to dower,*



the recoveries herein had, upon the following terms, to wit:  
cash in hand a sum sufficient to pay the debt first mentioned  
which is secured by the deed of trust, the costs of this suit  
and commissions of sale; residue on a credit of one and two  
years respectively in equal installments.

*Said Commissioner will take bonds with good security for deferred payments.*

And if the said interest of the said Thomas McPherson should  
*mentioned*  
prove insufficient to pay the two first recoveries, the the said  
commissioner will further sell so much of the lands of the said

Lydia McPherson as will be necessary to fully pay the same upon  
the same terms,

*but he will first offer the interest of the lands subject to the dower of said Lydia McPherson, the only being security on said debts.*

Said commissioner will report his action to the court at  
some future term.

As to the claim set up by H.C. Joslyn, trustee, the court  
is of opinion that same is barred by the statute of limitations  
and so decrees.

And the cause is continued.



And the cause is not used.  
And so decreed.

is of opinion that same is barred by the statute of limitations  
as to the claim set up by H.C. (alias), trustee, the court

*J. L. Glass*  
*vs. { Lu Chy*  
*E. A. McPherson*  
*Ex + et al*  
*Decree for*  
*sale*  
*Entered on C.O.B.*  
*No 6 P. 53.*  
*Enter this decree*  
*H. A. W. Shum*  
*Nov 13, 1900*

and declarations of sale; residue on a credit of one and two  
which is secured by the deed of trust, the costs of this suit  
cash in hand is sum sufficient to pay the debt first mentioned  
the recoveries here in had, upon the following terms, to wit:



J.L.Glass et al.

vs.

E.A.McPherson et al.

This cause came on this day to be heard upon the papers formerly read and the report of J.A.G.Hyatt, special commissioner, filed herein on the 25th day of June, 1900, and the exception endorsed thereon, the affidavit filed by D.C.Sewell, counsel for some of defendants, and the motion of the said defendants for a continuance for the reasons stated in the said affidavit, and was argued by counsel. On consideration whereof, ~~ix~~ the court is of opinion that a continuance should be granted.

And it being suggested that there are some other claims against the said estate not reported by said commissioner, and that the defendants have defence to make to some of the claims which have been allowed by the said commissioner in his said report, it is ordered that the said J.A.G.Hyatt re-state his account of indebtedness, reporting any additional claims which may be presented to him properly proven, and that he hear any evidence offered by the parties in defence of the claims already reported by him, and make report of his action to the next term of this court. Said commissioner will give due notice to the parties in interest, or their attorneys, and also post notice of his sitting at the front door of the court-house and at the post office on Blackwater. He will take down all evidence offered in writing and return the same with his report.

And the cause is continued.



And the cause is continued.

ordered in writing and return the same with his report.

at the post office of New York.

His father's evidence

post office of New York at the front door of the Court-house and

and return to the petition in interest on behalf of the same, and also

action to the next term of this Court. Said commissioner will have

knowledge of the claims already reported to him, and make report of his

progress, and that he may any evidence offered in the petition in ac-

tion and additional claims which may be presented to him properly

that the said J.A.G. Hall re-state his account of the report, it is ordered

ordered by the said commissioner in his said report, it is ordered

that the said J.A.G. Hall re-state his account of the report, it is ordered

J.L.Glass et als.

vs. ( In Chancery.

E.A.Mcpherson, Exr.&c.et als.

Decree re-committing to  
Commissioner.

Entered on Chy  
O.B. No. 6. p. 398

Enter this decree.

H. A. W. Shum

June

1900



J.L.Glass and John T.McPherson,

Complainants.

vs.

( In Chancery.

E.A.Mc Pherson, in his own right and as executor of the last will  
~~of~~ of Thos.McPherson, deceased, Lydia McPherson, widow ~~of~~ of said  
Thos.McPherson, deceased, Nancy Herd, nee McPherson, Samuel  
McPherson, Vastine McPherson, Mary McPherson, Flora Roberts,  
nee McPherson, Marshall McPherson, the last two named being  
infants under the age of twenty-one years, J.H.Maness, A.J.  
Baker, and S.S.Surgener, trustee. Defendants.

This cause came on this day to be heard upon the bill of  
the complainants, subpoena duly executed as to all the defendants,  
the answer of Flora Roberts and Marshall McPherson, infant defend-  
ants, by G.P.Cridlin, their guardian ad litem, assigned to defend  
them in this suit, filed at rules, general replication to said an-  
swer, the cause regularly matured at rules and set for hearing by  
the complainant, and was argued by counsel.

Thereupon on motion of the defendant Lydia McPherson, widow  
as aforesaid, by her counsel, she is allowed to file her separate  
answer to said bill, and the same was accordingly filed, to which  
answer the complainants replied generally.

And it appearing to the court that although the defendants  
E.A.McPherson, Nancy Herd, Samuel McPherson, Vastine McPherson,  
Mary McPherson, J.H.Maness, A.J.Baker and S.S.Surgener, Trustee,  
have been duly summoned, yet have failed to appear, plead, answer  
or demur, to said bill, the same is ordered to be taken for confess-  
ed as to them.

Upon consideration whereof, it is adjudged, ordered and de-  
creed that J.A.G.Hyatt, who is hereby appointed a special commis-  
sioner for the purpose do take and state ~~an account of the executo-~~  
~~rial account of E.A.McPherson;~~ <sup>The account of E.A.McPherson;</sup> <sup>Exr. re.</sup> that he also convene the credi-



itors of the said Thos. Mc Pherson, deceased, and make a report of all debts against his estate, showing amounts, dates, and priorities, if any; and said commissioner will report any other matter deemed pertinent by himself or required by any party in interest. Said commissioner will give due and timely notice of the time and place and object of his sittings, and report to the next term of this court.

And the cause is continued.



J. L. Glass et al

VS. } Decree No. 1.

E. A. McPherson, Exr  
et al

Entered on lch  
O.B. No 6 Page 369

Enter this decree

Mar 14/1900

H. A. W. Shum



Virginia

At a Circuit Court Continued and held for  
Lee County at the Court-house thereof, On Thursday  
June the 6<sup>th</sup> 1901.

J. L. Glass

Plaintiff

vs

E. A. McPherson &c Defendants

In Chancery

This Cause came on again this day to be  
further heard upon the papers formerly read  
in the Cause, the report of sale confirmed  
by a decree entered in this Cause at the last  
term of this Court, and was argued by Counsel  
And it appearing necessary it is adjudged  
ordered and decreed that L. M. Lammick, W. H.  
M. Hickam and G. M. Watson be and they  
are hereby appointed Commissioners for the  
purpose, do go upon the tract of land in  
the bill and proceedings mentioned, it being  
the tract of land owned by the said Thomas  
McPherson and <sup>his wife</sup> they will first partition said  
land between the heirs and widow of said Thomas  
McPherson giving to each one equal half there-  
of, quality, quantity, ways, woods and water  
Considered they will then lay off and assign  
to the widow of the said Thomas McPherson  
adjoining her moiety of said lands one equal  
third in rental value of the share of said  
land laid off and assigned as aforesaid to  
said Thomas McPherson's heirs adjoining



said dower  $24\frac{3}{4}$  acres which was excepted  
 from the sale made to <sup>the said</sup> Floyd Kern.  
 In assigning dower to said widow they will  
 lay off the same so as to adjoin said  $24\frac{3}{4}$   
 acres excepted from said sale and which they  
 are herein directed to assign to the heirs of  
 of said McPherson. The residue of said  
 half of said land so directed to be assigned  
 to the heirs of Thomas McPherson, after the  
 assignment of dower and the laying off  
 of the  $24\frac{3}{4}$  acres they will assign to Floyd  
 Kern, the purchaser. Said Commissioners  
 will report their action to the next Term  
 of this Court. And the Cause is Continued

A Copy

Teste: A. D. Munsey Clerk

J. L. Glass et al  
 vs } Copies of Decree

E. A. McPherson & et al

Executed June the  
 17th (1881) by following  
 a Jested Copy of the  
 within Decree to line  
 commencing with the  
 name of M. J. M.  
 Watson.  
 W. A. McPherson  
 W. A.

Copies for

L. M. Coarnical  
 Wick M. Hickam  
 & L. M. Watson



J. L. Glass et al

vs

E. A. McPherson et al

The undersigned Counsel for the  
the depts, E. A. McPherson ~~and~~ Lydia  
McPherson, would state,

1<sup>st</sup>, That on the first day set  
by the Court. 1<sup>st</sup> day of May 1900  
only a part of the claims reported  
were filed, and

2<sup>d</sup> That as Court states the proceedings  
were continued to the 18<sup>th</sup> inst and  
that on this day the depts. E. A.  
McPherson was detained out of the  
state, as he, <sup>affiant</sup> is informed & believes  
& depended upon affiant as  
Counsel to represent him -

3<sup>d</sup> That on said day, 18<sup>th</sup> May,  
1900, affiant was unable to attend  
before said Court because of the  
death on that day of Gen. A. L.  
Pridemore his father-in-law &

4<sup>th</sup> If said Court held any  
proceedings ~~in~~ the matter after  
that day he knew nothing  
of it. & that he is informed by client  
that he has defense to <sup>claims</sup> same, D. P. Sewell.  
Sworn to before me by D. C. Sewell this  
the 8<sup>th</sup> day of June 1900.

A. B. Munsey Clerk



E. A. McPherson

ado} affidavit

J. L. Glass et al.



J. L. Glass et al Plffs }  
vs } In Chancery.  
E. A. McPherson et al Defs }

To the Hon. H. A. McShorn  
Judge of the Circuit Court for  
Lee County.

Pursuant to the require-  
ments of a decree entered in the  
above styled Cause on the 14<sup>th</sup> day  
of March 1900, Your undersigned  
Special Commissioner, gave all  
the parties in interest notice,  
in person so far as he could, and  
by posting notices at 3 public  
places on Blackwater and one  
on the Court House door at  
least 30 days prior to the 1<sup>st</sup>  
day of May 1900, on which  
day I proceeded to perform  
the duties assigned me in said  
decree, but on said day but few  
of the claimants appeared and  
the defendant E. A. McPherson  
failed to appear who informed  
me by letter that he desired very  
much to be present, I therefore  
continued further action in  
the Cause until the 18<sup>th</sup> Inst, and  
have been engaged until this  
the 25<sup>th</sup> May 1900, in receiving  
claims of various kinds  
against said Estate, and as



shown by statement herewith filed  
made N.Y. I have listed all  
proper claims presented to me  
properly proven and Established

Said claims are all of equal dignity  
as to priority except No. 1 which is  
secured by deed of Trust as set out  
and shown by the Bill and proceedings  
in this Cause which should be  
first paid, the balance thereon  
on the 20<sup>th</sup> May 1900 amounts to \$48.82  
and is now payable to J. L. Glass  
assignee of A. J. Baker.

Claim No 2 is for note executed  
by Thos. & Lydia McPherson Apr. 13  
1898 to J. H. Mance, and assigned  
by him to A. J. Baker and by Baker  
to J. L. Glass and amounts on  
the 20<sup>th</sup> May 1900 to the sum of \$52.03

Claim No 3 is for a note executed by  
Thos McPherson to Leonard Willis  
Jan'y 11<sup>th</sup> 1899 and assigned by said  
Willis to J. L. Glass and amounts  
on the 20<sup>th</sup> May 1900 to the sum of \$10.04

Claim No 4 is for note executed  
by Thos. McPherson to W. A. Owens  
Nov. 1<sup>st</sup> 1898 and assigned by him to J. L.  
Glass and amounts on May 20<sup>th</sup> 1900 to \$1.85

Claim No 5 is for an account in favor  
of Perry Waller as of Jan'y 1<sup>st</sup> 1899. which  
account is properly proven and



amounts on May 20<sup>th</sup> 1900 to the sum of \$3.55-  
this account is also assigned J. L. Glass  
Claim No 6 is a Bal. account due  
J. L. Glass on settlement as of Jan'y 17  
1899 and amounts on May 20<sup>th</sup> 1900 to \$3.10

Claim No 7 is for note executed by  
Thos. McPherson to W. H. Barham on  
Aug. 26<sup>th</sup> 1893 for \$9.50 and amounts  
on May 20<sup>th</sup> 1900 to the sum of \$13.33

Claim No 8, is amount of lost  
note properly proven in favor of  
Frank Maxey as of May 23<sup>rd</sup> 1898  
and amounts on May 20<sup>th</sup> 1900 to \$22.40

Claim 9 is for note executed  
to W. A. Orr & Co. for \$2.60 Feb. 21<sup>st</sup> 1896  
and amounts on May 20<sup>th</sup> 1900 to \$3.03.

Claim No 10 is for note executed  
by decedent on the 26<sup>th</sup> May 1898  
for \$9.68, and amounts on the  
20<sup>th</sup> May 1900 to the sum of \$10.84  
to Johnson & Co.

Claim No. 11 is for note executed  
by Thos McPherson to S. H. Lewis Oct.  
5<sup>th</sup> 1893 for \$3.65 and amounts with  
interest added on the 20<sup>th</sup> day  
of May 1900 to the sum of \$4.30

Claim No 12 is for note executed  
by Thos McPherson on the 5<sup>th</sup>  
July 1892 to J. R. Legg and  
amounts on May 20<sup>th</sup> 1900 to \$5.74

Claim No 13 is for an account  
of \$10.10 in favor of Lesterman Bros



against the Estate of said Thos M. Pherson  
for burial suit &c. and amounts  
on May 20<sup>th</sup> 1900 to the sum of \$10.90  
Claim No 14 is for \$5.45 paid  
to the Amr. of R. D. Young as  
bal on note executed by said  
Thos M. Pherson & al. by L. L. Poteet  
late L. L. L. and amounts to \$5.73  
on May 20<sup>th</sup> 1900 (see Note &c No 14)

Claim No 15 is for note executed  
by Thos. M. Pherson with L. L. Poteet  
as security to J. P. & L. L. Albert for \$5.00  
and amounts May 20/1900 to <sup>Paid. 85</sup> \$5.85

These claims aggregate  
the sum of \$201.51, including  
interest down to May 20<sup>th</sup> 1900,  
all of which appear to be  
clearly proven, and properly  
charges against said Estate

Claim No 16 is one filed before  
me by Capt H. L. Jaslyn as Trustee  
or Receiver for the sureties of Z. J.  
Leecil late Treas of Lee County,  
and is the pro-ratio amount  
paid by the then solvent sureties  
of said Leecil, had Mr. Thos. M. Pherson  
as co-surety paid his part  
at the time the other sureties  
paid it would have been \$130.00  
or ar about Jan'y 1<sup>st</sup> 1887, but



he failed to do so, hence this claim is now presented for payment by Judge Duncan for Capt H. L. Tully. Judge Duncan promising me that he would show me authority proving that Statutes of limitation does not run against the Cometh or those substituted to her rights, but to my own personal knowledge, he has been so ~~engaged~~, that he could not give me his reference hence as your Court is now advised this claim is barred by limitation, it merely being an account between the parties.

I however ascertain said claim to amount on the 20<sup>th</sup> day of May 1900 to the sum of \$234.39

Judge Duncan can and no doubt will call your Honors attention to this claim and present his views and the law and reason why limitation does not run against it, and <sup>should</sup> your Honor allow the same the aggregate of the claims against said Estate on the 20<sup>th</sup> May 1900 would be \$435.90. all of which are fully shown and set out by statement and claims therein filed see same marked X.



No account is taken or filed of  
E. A. McPherson Exec, because  
nothing ever came into his hands.

And now having to the best  
of my ability performed the  
duties imposed upon me, I pray  
hence to be dismissed.

Respectfully submitted  
J. A. S. Hyatt  
Cant.



This Report is excepted to, because  
First,

Because the defendants Lydia M. Pherson &  
the admrs, have not had an opportunity to be  
heard before the Comm. on claims filed  
& that if given opportunity they have a  
legal defense. On that account they  
ask that the matter be ~~re-heard~~

2<sup>d</sup> because the Comm. allows accounts  
buried by the statute of limitation  
& which statute the admrs invoke  
as he is in law bound to do.

D. C. Sewell

for Lydia M. Pherson  
& Admrs -

+ because there are other claims not  
reported.

Exhibit to Sec 1110

J. J. Wood et al  
vs  
C. J. McPherson et al  
Filed May 25th 1900  
Atty. Munnery Clerk

H. C. Jocelyn Receiver and trustee objects to  
that part of the within report which disallows  
the claims presented by him in behalf of him  
self and the other carities of J. J. Cecil  
late Treasurer of this County. This claim  
should be allowed, the assets stand in the  
shoes of the Commonwealth, and no lim-  
itation applies

C. J. Duncan Atty for  
said carities.



J. L. Glass et al

vs  
E. A. McPherson et al

In Chancery

To the Hon. H. A. W. Skean  
Judge of the Circuit Court for Lee  
County:

In obedience to the requirements of a decree entered in the above styled Cause on June-1900, in which I was directed to restate the account of indebtedness against the Estate of Thos. McPherson decd, I gave the parties in interest and their attorneys notice, as well as posting notices on Court house door and at the Post office on Blackwater, and several other places that I resided at the law office of L. T. Hyatt in the town of Jonessville Va, on the 7<sup>th</sup> day of Sept, 1900, proceed to discharge the duties assigned me. Some of the parties assembled on said day, when upon consultation it was agreed to postpone further proceeding in this Cause until Sept, 14<sup>th</sup> 1900, which adjournment was accordingly made - Met pursuant to adjournment on the 14<sup>th</sup> Sept 1900, the most of the parties and their attorneys being present, when it was agreed between the parties that on the notes or claims Nos 1 & 2, Lydia McPherson



only stands as security on these notes and that Thos. McPherson's Estate is to first be Exhausted before hers is held liable therefor. See agreement filed herewith as part herof marged "A".

I then proceed to make a new list of Claims against said Estate and file the same herewith marked "X.Y.". In which the various claims are fully set out with interest counted down to Nov. 1<sup>st</sup> 1900, numbered as in the margin, I refer to each claim separately in my former report, which reference I now here repeat except that interest is calculated down to Nov. 1<sup>st</sup> 1900, instead of May 20<sup>th</sup> 1900.

I also on close examination reduced the claim reported in favour of C. C. Patcut down to \$2.55 as of Nov. 1<sup>st</sup> 1900, and found a seal wanting in the body of small note reported in favour of J. R. Legg, hence it was barred by Stat limitations, as well as an account of \$11.75 filed before me by J. R. Gibson - for J. Olsson & Co, which claims are not listed.

At the request of Judge Duncan, I list the claim of 130¢ and Int, since Jan 1<sup>st</sup> 1887 in favour of H. C. Joslyn Trustee I here repeat what I said in former report as



to this claim.

The claims allowed by  
me amount on the 27<sup>th</sup> Nov  
1900 to the sum of \$225.67

All of which is respectfully  
submitted.

J. A. Hyatt  
Comr



The foregoing report and statement of  
James Hyatt, is accepted to, in so far  
as it disallows the claim in favor  
of H. B. Jostyn, Agent for the trustees  
of J. A. Beal's late Trust of Lee Co Va  
B. T. Duncan,

J. L. Glass et al  
vs  
Comrs Report  
E. A. McPherson

Filed Oct. 23<sup>rd</sup> / 900.  
A. B. Munsey Clerk

Comrs fee in this  
& former reports  
\$30.00



Stat. lim. as to No. 1 & 2 -  
Evidence Wanted - 14 -

---

Adjourned until  
Friday Sept. 14<sup>th</sup> 1900  
It is agreed that  
on the Notes or claims  
Nos 1 & 2, that Lydia  
McPherson only stands  
as security on these  
notes and Thos. McPherson's  
Estate is to be  
exhausted before  
hers is held liable  
therefor -



\$206<sup>00</sup>

By the first-day of January 1898  
we or either of us bind our selves our  
heirs and assigns to pay to the order  
of A. J. Baker the sum of two hundred  
and six dollars for value received and  
~~interest from date~~ for which amt. - a deed of trust - has  
this day been executed to secure the  
payment of said debt - and we each  
hereby waive the benefit of all exemp-  
tion laws as to this debt - Given under  
our hands and seals Nov. 9. 1894.

Thomas McPherson *Geo*  
Lydia McPherson *Geo*



or the within  
note \$202.00

this Dec the 31<sup>st</sup>  
1897

I assign the within  
note over to J. L. Glass  
and all my rights  
and remedies for  
for collecting  
the same or value  
received of him this  
November 29<sup>th</sup> 1898

A. J. Baker

test C. V. L. Roberts

Mr. J. L. Glass  
Wife to  
Note \$206.

Int to Dec 31 1897 -

206.00  
38.72  
244.72  
202.  
-----

Int to 5-20-1900

42.72  
6.10  
48.82  
-----



\$ 117.88

April 13 1898

On or by DEC 1-1878 ~~days after date~~ we promise to pay  
to J. H. Manness or order  
Forty seven + ————— 83 Dollars,  
100

Without offset. Value received, waiving all Homestead and Exemption Laws as to this debt.

WITNESS HAND AND SEAL.

No.

Due 120 / 1878

Thos. McPherson [SEAL]

In die elbphurion [SEAL]

420  
203



2  
I assign the within  
note to A. J. Baker  
for value received  
this Feb 20. 1899

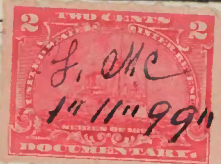
J. H. Maness  
I assign the within  
note to J. L. Gloss  
for value received  
of him this Oct 27 1899  
A. J. Baker

No. 1

Thomas McPherson  
to note \$117.53



\$ 9.38



Jan 11th 1899

One day after date, with interest from date I promise to  
pay to the order of Leonard Willis & Son  
Nine ~~and~~ <sup>Bertha</sup> ~~and~~ <sup>38</sup>/<sub>100</sub> Dollars  
at office in Sneedville, Tenn., for value received.

The undersigned principal and endorsers of this note, which is filled up before signing, waive demand, notice and protest thereof, and we agree that if this note is placed in the hands of an attorney-at-law for collection, or as to be sued on, that we will pay ten per cent. attorney's fees, in addition to the principal and interest, which fees shall be added to and become part of the principal.

Witness:

C. S. McPherson

Fros. McPherson



We here by sign  
The Within note  
over to J. L. Glass  
for value Received  
of him.

This Dec 8<sup>th</sup> 1899  
Leonard Willie & Son  
witness  
R. G. Livesay

\$10.11

9.38

Let to 5/20/1900

\$4.38

Thomas McPherson

to note

3



\$170.

One day after date I promise  
to pay W. A. Owens One dollar  
and Seventy cts for value received  
and I hereby waive all every claim  
law as to this debt. Given  
under my hand & Seal. This nov.  
1<sup>st</sup> - 1898. Jas. Stephenson Seal



For value received I assign the  
within note to J. L. Glass. This  
May 17<sup>th</sup> 1900. W. A. Owens

4

Shoe McPherson  
To } note 170  
W. A. Owens

Due to J. L. Glass 1900

170  
15  
1.85



The Estate of Thomas McPherson  
To, Perry Wallen  
De  
To Three dollars and Twenty  
cents. Received. Money. Landed Thomas  
McPherson. Jan. 1899 By me  
Perry Wallen

Personally appeared before me in my  
county John T. McPherson and says  
an oath that the above account of  
\$3.20 is just and unfair  
Given under my hand this 9<sup>th</sup> day  
of Dec 1899  
E. A. Robinette J. R.

3.20  
Lent to May 20, 1900. 35  
\$3.55



1821  
Bij Wallen  
to Account  
Thos McPherson



18  
8  
4

60

Thomas McPherson

to J. L. Mass	Dr
to mending shoes	25-
to Potatoes	25-
cr By cost	25-
to shoe mending	25
cr by one Bridle	1.00
cr by mutton	1.00
to cutting wheat	262 1/2
to work on saw	25-
Dec 26 to Patching Barts	25-
March to one gallon salt	<del>25</del>
1897 to patch Lyddia's shoe	10
April 20 to Boot mending	25
April 20 cr by one Dollar	
by order in the store	\$1.00
cr by Ray on shoes	40
to sewing shoes	6-
to hauling cane sugar	\$1.00
to cost in suit as a witness	\$1.50

Jan. 17<sup>th</sup> 1899.

Due on Settlement \$2.87

Attest  
E. S. McPherson.

Due to 5-20-1900 2.87  
23  
\$ 3.10



6

1-9 15-

24.5-

1.43

645-

860

215-

30.745-

6A



One day after date I promise to pay  
Wm. D. Burham the sum of nine dollars  
and fifty cents for value of him as  
witness my hand & seal this 1<sup>st</sup> day  
of August 1893 Thos. McPherson  
attos J. P. Nichols



7

Thos Nelsonson  
mtd 9.50

Due to 5/20/1900

9.50
3.83
<hr/>
\$13.33



1900.  
March 19

The Estate of Thomas McPherson  
To Frank Maxey Dr.  
For note executed by said  
Thomas McPherson to me  
on the 23<sup>rd</sup> day of May 1898.  
<sup>and due one day after date.</sup>  
on account of amount paid  
for him to John & Mahala Goin \$20.00  
which note is now misplaced  
and lost -

Virginia

Lee County to wit

This day Frank Maxey  
appeared before me and made oath  
in due form that the above described  
note was executed by said McPherson  
on the day and for amount set  
out in above account, and that  
said note is now lost or mispla-  
ced, so the same cannot be found  
and the <sup>same</sup> remains due and unpaid  
with its interest.

And E. A. McPherson the Executor  
of Thomas McPherson makes  
oath in due form that he  
saw the above described note  
in the possession of said Maxey  
after the death of his father and  
from what he knows of it, he  
believes the amount of note is  
correct, but cannot say as to date  
for what note was executed  
March 17<sup>th</sup> 1900

J. A. E. Pratt  
Clerk



Frank Macey  
3 To last  
no 3 note  
\$20.00  
Thos. McPherson

Take this  
account  
May 1<sup>st</sup> 1900

20.  
Sub to May 20 900 240  
2240



ORR & BLANKENSHIP,  
ATTORNEYS AND COUNSELORS AT LAW.

JONESVILLE, VIRGINIA,

February 21<sup>st</sup> 1896.

Nine months after date I promise to pay to  
Messrs. A. Orr, Esq., or order the sum of  
Two dollars and fifty cents, and  
I will waive the benefit of my  
homestead as to this note. This Feb'y  
21<sup>st</sup> 1896.

Thos. McPherson

Int to J-20 1900  $\begin{array}{r} 2.50 \\ 53 \text{ ¢} \\ \hline 3.03 \end{array}$



Thos M Pearson

9

To } note \$2.50

Wm A Orr, Sr

Dec Nov 1896.



\$9 68

May 26 1898

One day after date I promise to pay

to Johnson Combs & Co

Nine and 68 Dollars,

with interest from January 1 1898

Without offset. Value received, waiving all Homestead and Exemption Laws as to this debt.

Witness Hand and Seal.

No.

Due,

Thos. Mepherston [SEAL.]

[SEAL.]



(10)

Johnson & Coombs

on 3<sup>rd</sup> Note  
\$ 9.16

Thos. McPherson  
Int. Jan 1<sup>st</sup> 1898

9.68

1.16

\$ 10.84

Int to 5/20/1900



one day after date I promise  
to pay S. H. Gevisay three  
dollars & sixty five cents and  
I hereby waive the homestead  
claim as to this debt as witness  
my hand and seal this October  
the 5<sup>th</sup> 1893

A. H. M. Peterson (S. and)



Post Office

State

Date

1892.

PUBLISHER CHICAGO WEEKLY NEWS.

Please send *The CHICAGO WEEKLY NEWS* to the following list of subscribers from date of receipt of this until May 4th 1893. Inclosed find \$-----, being twenty cents per name, net. The Post Office address of all is as given at the head of this sheet, except when otherwise noted.

Postmaster.

NAMES.

NAMES.




11  
J. H. Livasy  
No 3 Note  
\$3.65-  
Thos. McPherson

365-  
Int 1.84  
8.19



\$5.00

By the 1<sup>st</sup> day of January  
next we or either of us promise  
to pay Frank Albert five dollars  
for ten bushels of corn for value  
received of him and we hereby  
waive the home stead law as to  
this debt. given under our hands  
and seals this 22<sup>nd</sup> of July 1897

Jos. McPherson (seal)

L. C. Pattee (seal)

This draws interest from date



Thos. W. C. P. M. D. C.

To { Note

5.00



Note executed Thos. McDunson with  
 L. L. Pattee as security on day June 10<sup>th</sup>  
 1897 for \$5.00 Note to be handed  
 me.

34  $\frac{1}{2}$   
          
 68  
17  
 85

0.62401  
        
 2296  
0208  
        
 -89  
 0.091

81  
        
 1  
 02

4.81  
        
 1 6881  
 9 0061

20/51



$$\begin{array}{r}
 02 \quad 5 \quad 20 \\
 99 \quad 1 \quad 1. \\
 \hline
 3 \quad 4 \quad 19 \\
 12 \\
 \hline
 40.62 \\
 812 \\
 203 \\
 \hline
 100.15
 \end{array}$$

$$\begin{array}{r}
 00. \\
 99 \\
 \hline
 \end{array}$$

$$\begin{array}{r}
 11 \quad 1 \\
 7 \quad 22 \\
 \hline
 3 \quad 9
 \end{array}$$

$$\begin{array}{r}
 3 \\
 12 \\
 \hline
 39.3 \\
 22 \\
 \hline
 36 \\
 922
 \end{array}$$

15



Kyle's Ford, Tenn., May 14 1891/200

Mr James M C Fursun

IN ACC'T WITH TESTERMAN BROS.,

— DEALERS IN —

GENERAL \* MERCHANDISE,

DRY GOODS, NOTIONS, BOOTS, SHOES, HATS, CLOTHING and HARDWARE.

ALL KINDS OF PRODUCE BOUGHT AND SOLD.

1899

Jan

21 Bill of Burial for Brather

\$10 10

Testerman Bros

Black Water Va

May 15<sup>th</sup> 1900

Mr. J. A. & G. Flyatt

Louisville Va.

Dear Sir:-

This is a debt against  
Thomas McPherson's estate.  
For burials. Due Testerman Bros.  
at Kyle's Ford Tenn. Please allow  
this claim as it is just and unpaid.  
Yours Truly,  
E. S. McPherson

Sub from 1-21-00 to 5-21-1900

10.10

20

10.30



Lesterman Bros  
Acct  
vol 3 \$10.10  
Thos. W. Therson

21



Thomas McPhersons estate  
indebted to Dr. F. J. Wygal for  
medical services rendered in his  
family from the month of June  
to the following Nov. in the year  
of 1898 amounting to \$7.00

E. A. McPherson

This day Personally appeared before me  
in my county and made oath in due  
form of Law that Dr. F. J. Wygal  
did medical services in favor of Thomas  
McPherson according to the above account  
Given under my official signature  
this 18 day of Dec 1899  
E. A. Rabinett J. P.



Dr L. J. Mygal  
U.S. account  
Thas W. J. Mygal et

14



W. B. HORNER, M. D.,

PHYSICIAN AND SURGEON.

Sneedville, Tenn., Oct 5 1890

Thomas McPhearson Debter to Dr.  
W. B. Horner in the following sums  
for medical services..

Dec.	12	1898.	To one visit	Self.	\$3.00
"	19	"	"	"	3.00
"	28	"	"	"	2.00
Jan.	7	1899	"	"	3.00
"	13	"	"	"	3.00
"	18	"	"	"	3.00
Total					\$18.00

I hereby certify that the above  
account is just and correct and is  
yet unpaid.

W. B. Horner M. D.

Sworn to & subscribed before  
me on this the 5<sup>th</sup> day of Oct. 1900-  
Geo. W. Trevelyan, C. C. Clerk





Commissioners Office  
Octo 15<sup>th</sup> 1900,

John McPherson and Vastine  
McPherson sons of the late  
Thos. McPherson personally  
appeared before me this day  
and made oath in due form  
that Dr. W.B. Warner, was  
their fathers Physician during  
his last sickness, and that the  
within account is just and  
unpaid.

J. A. Hyatt  
Clerk

Dr. W.B. Warner  
vs J. A. Hyatt  
18.00  
Thos McPhersons  
Estate

(15)

18.00  
18.9  
19.89



By the first day of Sept (1881)  
~~either~~ we or either of us bind  
our selves to pay R. D. Young  
one hundred dollars with inter-  
est from date here by waving all  
our rights to the benefit of the  
homestead law as to this debt  
witness our hands and seals this  
24<sup>th</sup> day of Aug 1880.

Wm. D. Young

Thos. W. Peterson (Seal)  
Wm. D. Duff (Seal)

Reedsville 7/3  
May 2<sup>nd</sup> 1889  
five dollars on note  
executed by J. H. W.  
Peterson & W. D. Young  
R. D. Young



Dec 24<sup>th</sup> 1881 Cr Thos. M. Thomson  
by cash of C. V. Young to Note  
\$1000

April 7<sup>th</sup> 189 Cr Wm. L. P. L.  
Note \$500

29.00  
3.00  
32.00

Wm. L. P. L.

Wm. L. P. L.

As a regulator and promoter of functional action, at that critical period of change from girlhood to womanhood, "Favorite Prescription" is a perfectly safe remedial agent, and can produce only good results. It is the only guaranteed cure. Head guarantee on bottle-wrapper.

It is purely vegetable in its composition and perfectly harmless in its effects in any condition of the system. It is purely vegetable in its composition and perfectly harmless in its effects in any condition of the system. It is purely vegetable in its composition and perfectly harmless in its effects in any condition of the system. It is purely vegetable in its composition and perfectly harmless in its effects in any condition of the system.



The Estate of Thos. McPherson

To L. L. Fitch

Cr.

Dr

1900.

Jan. 10.

For Bal. paid on Young note  
Int counted to Nov. 1<sup>st</sup> 1900

\$ 2 55-



(16)



Thomas. M. Pherson Deced  
1885-6-7. To H. C. Joslyn Trustee and Receiver  
for the surties of J. T. Beil late Treasurer  
To this sum your part of the amount for which  
the said Beil defaulted as Treasurer of  
Lee County Virginia, and which your co-  
~~surties~~ paid for you. \$130.00

The above sum was paid during the  
years 1885, 1886, & 1887, and should  
draw interest from the 1st day of  
January 1887.

Virginia Lee County, To wit,

This day H. C. Joslyn one of the surties of  
J. T. Beil late Treasurer of Lee County, and  
Trustee and Receiver for said surties person-  
ally appeared before me, A. B. Munsey Clerk  
of the Circuit Court of Lee County Va  
and made oath that the above account  
against the estate of Thomas M. Pherson  
Deced is just true and unpaid, and  
that the same should bear interest from  
the first day of January 1887. Given  
under my hand this 19th day of May 1900  
A. B. Munsey Clerk



Cecil's Securities

vs 3 claim  
1/30.

17

Thos McPherson Est

166  
65  
830  
996  
107.40

13  
89.  
10  
1  
1  
1  
1



To the Honorable H.A.W.Skeen, Judge of the circuit court  
for Lee county, Virginia:

Having been appointed a special commissioner by decree rendered at the November term, 1900, of the said court, in the chancery cause therein pending entitled "J.L.Glass et als. vs. E.A.McPherson, Administrator &c. et als." to make sale of certain real estate therein mentioned, at the time and place and on the terms therein mentioned, I now respectfully report that I have executed the said decree as follows:

(1) I executed before the clerk of the said court the required bond;

(2) I advertised the sale of the said real estate by posting three notices thereof, one at the front door of the courthouse of said county, one at the Store house of Anderson & Maness on Blackwater, and another in the neighborhood where the land lies, for more than thirty days prior to the day of sale, showing time, term and place of sale, a copy of which notice is hereto attached as a part hereof;

(3) On the 21st day of January, 1901, the day mentioned in said notice as the day of sale, and being the first day of the January term <sup>1901</sup> of the county court for said county, at the front door of the court-house of said county, I offered the said land for sale by public auction to the highest bidder. I announced the amount of all the debts for which the land was sold and described the quantity and nature of the land as nearly as I could. The biddings were fast and spirited, and in a short time I received a bid for the entire interest of the said Thos.McPherson deceased in the tract of land owned by himself and his wife jointly at the time of his death. *amounting to more than the debts reported on* I then announced that I would only sell



enough of the interest owned by the said McPherson at the time of his death to pay the said debts reported against it. The bidders then began to make bids agreeing to pay the whole amount of debts &c. for a less quantity than the entire interest of the said Thos. McPherson, deceased, striking of an acre more or less at a bid until finally one Floyd Kern bid the sum of three hundred and twenty-one dollars and forty two cents (321.42), which I ascertained to be the whole amount of the debts, interest, costs and commissions of sale, for the interest of the said Thos McPherson, deceased, less that part of the same which shall be covered by the widow's dower when assigned and in addition thereto twenty-four and three-fourths ( $24\frac{3}{4}$ ) acres, the amount to be laid off of the eastern end of said farm. The sale was also made subject to a lease which John McPherson, a son of the decedent, has on a part of the said farm. The reason sale was made of the eastern end of said farm was that Mr. McPherson, in his lifetime, had agreed with the beneficiary in a deed of trust against the said land that any sale made under it should be off the east end, and said deed of trust debt was one of the debts for which the sale was made. The said bid of the said Kern being the highest and best bid offered, the said land was knocked off to him at said bid. The said Kern thereupon paid to me the sum of \$133.72, being made up of costs of suit, \$68.04, commissions of sale, \$15.13, and the deed of trust debt, \$50.55.; and executed his three bonds for the sum of \$62.56 each <sup>for the remainder</sup> with E.N. Brickey and J.H. Maness as sureties which I consider good. Yours commissioner recommends this sale be confirmed, because it is a very good one; in his opinion the land bringing more than its worth under the circumstances.

Respectfully submitted, L. J. Hyatt, Spe Comm.



printing more than its worth under the circumstances.

confirmed, because it is a very good one in his opinion the land I consider good. Yours commissioner recommends this sale be

of \$68.50 each with E.M. Brickey and J.H. Hanness as sureties which

trust debt, \$50.55.1 and executed his three bonds for the sum

suit, \$68.04, commissions of sale, \$15.13, and the deed of

upon paid to me the sum of \$138.73, being made up of costs of

land was knocked off to him at said bid. The said Kern there-

said Kern being the highest and best bid offered, the said

the debts for which the sale was made. The said bid of the

been off the east end, and said deed of trust debt was one of

trust against the said land that any sale made under it should

his lifetime, had agreed with the beneficiary in a deed of

made of the eastern end of said farm was that Mr. McPherson, in

decedent, has on a part of the said farm. The reason sale was

also made subject to a lease which John McPherson, a son of the

J. L. Glass et al  
vs E. L. Chy.

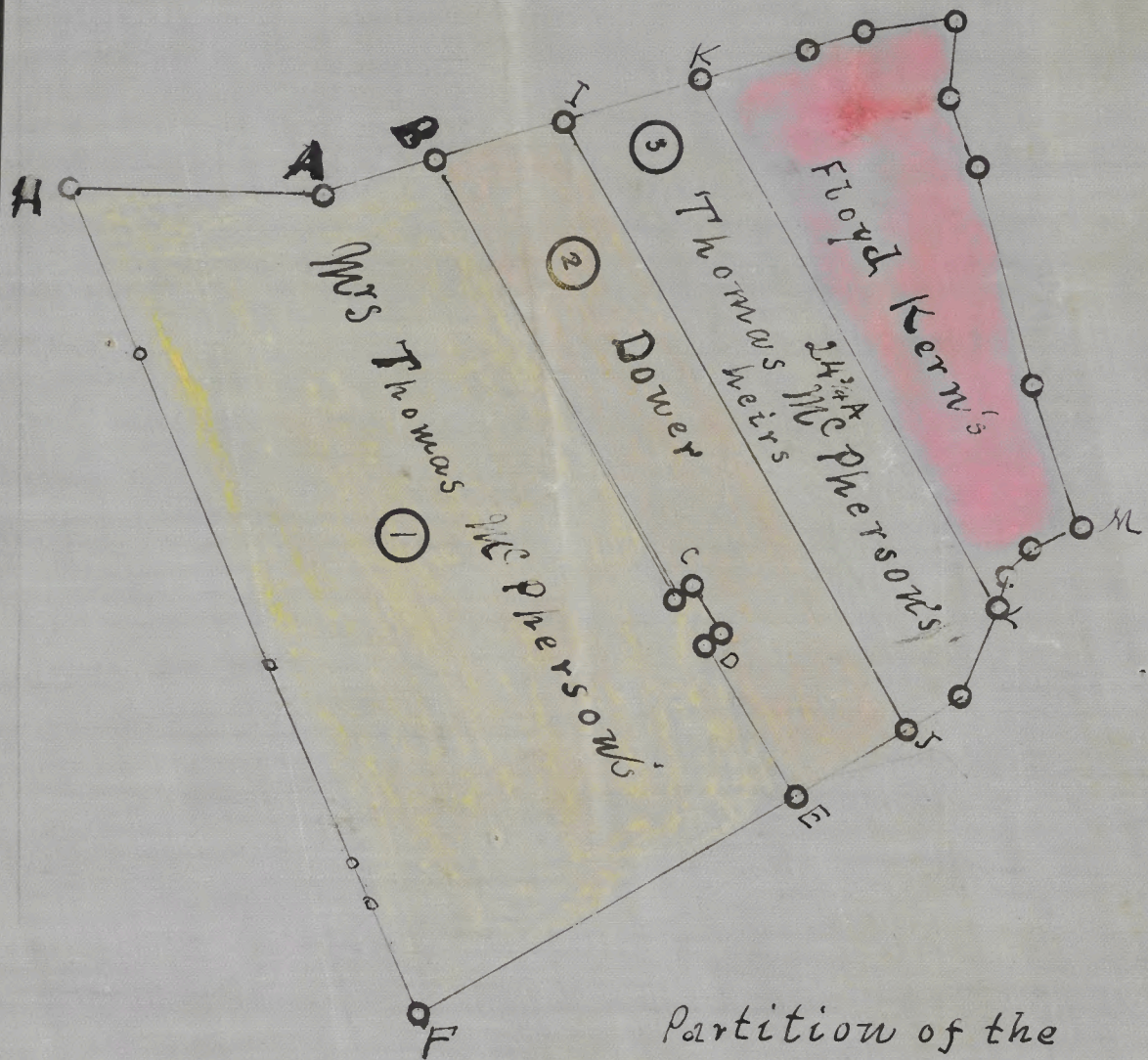
E. A. McPherson et als.

Report of Sale to  
Hloyd Kern

Filed July 12, 1901.  
A. B. Murray Clerk

the said Thos. McPherson, deceased, striking of an acre more or  
of about 60. For a lease quantity than the entire interest of  
bidders then began to make bids agreeing to pay the whole amount  
of his death to pay the said debts reported against it. The  
enough of the interest owned by the said McPherson at the time





Partition of the  
 Thomas McPherson Land  
 by Carmichael, et al  
 1901



J. L. Glasp ref

vs  
O. A. McPherson } In Chy

Pursuant to an order in the above  
Cause dated June 6<sup>th</sup> 1901 we the undersigned  
Commissioners L. McCarroll, W. L. McHickam  
and E. M. Watson have partitioned the lands  
in the bill mentioned according to the follow-  
ing plot and description -

We first partitioned the entire tract con-  
taining about 164 acres between the heirs and  
widow of Thomas McPherson (deceased) giving  
to each one half thereof quality, quantity  
ways, wood <sup>ways</sup> and water considered.

We have laid off and assigned to the widow  
Lydia McPherson Lot No 1 bounded as  
follows - Beginning at (A) a rock at the Mouth  
of a lane thence with original line N 61  $\frac{3}{4}$  E 25  $\frac{1}{4}$  poles to (B)  
a stake and small Hickory thence S 41  $\frac{1}{4}$  E 105  $\frac{3}{4}$  poles  
to a stake by a rock (C) W 52  $\frac{1}{2}$  E 4 poles S 41  $\frac{1}{4}$  E 11  $\frac{3}{4}$  poles  
S 52  $\frac{1}{2}$  W 4 poles to (D) a stake thence S 41  $\frac{1}{2}$  E 38 poles  
to (E) a stake on the south original line & near two  
black oaks, 2 dogwoods and one Ironwood-pointers thence  
with original south line S 47  $\frac{1}{2}$  W 92 poles to (F) south west  
corner thence with original west line various courses  
as follows N 34  $\frac{1}{2}$  W 28 poles to a white oak N 40 W 9  $\frac{3}{4}$  poles  
N 34  $\frac{1}{4}$  W 45 poles N 36  $\frac{1}{2}$  W 70 poles N 31  $\frac{1}{2}$  W 37  $\frac{1}{4}$  poles to a stake  
and ironwood N 79  $\frac{1}{2}$  E 53  $\frac{3}{4}$  to the beginning. Contain-  
ing 87  $\frac{1}{4}$  acres More or less -

We have laid off and assigned to said widow  
McPherson as her dower in the remaining half of  
the entire Thomas McPherson land Lot No 2 bounded



1 as follows Beginning at stake (B) and hickory on  
2 north original line Corner to Lot No 1 Thence with orig-  
3 inal north line  $N 61\frac{3}{4}E$  28 poles to (H) a stake and  
4 hickory  $S 41\frac{1}{4}E$  148 poles to (J) a stake cedar and ash  
5 pointers on the south original line and with the  
6 same  $S 47\frac{1}{2}W$  27 poles to (E) a stake and pointers  
7 Corner to Lot No 1 and with lines thereof  $N$   
8  $41\frac{1}{4}W$  38 poles  $N 52\frac{1}{2}E$  4 poles  $N 41\frac{1}{4}W$   $11\frac{3}{4}$  poles  
9  $S 52\frac{1}{2}W$  4 poles to a stake by a rock Thence  
10 continuing with line of Lot No 1  $N 41\frac{1}{4}W$   $105\frac{1}{2}$  poles  
11 to the beginning Containing  $25\frac{1}{3}$  acres More  
12 or less

13 We have laid off and assigned to the heirs of Thomas  
14 Mc Pherson Lot No 3 bounded as follows Beginning  
15 at (I) a stake and hickory on the north original  
16 line thence with line of same  $N 61\frac{3}{4}E$  29 poles  
17 to (K) two dogwood and a stake thence south  
18  $41\frac{1}{4}W$  128 poles to a white oak (L) and dogwood  
19 on the south original line and with it  
20  $S 9\frac{1}{2}W$   $20\frac{3}{4}$  poles to (G) a hickory original corner thence  
21 with original south line  $S 47\frac{1}{2}W$  14 poles to S corner  
22 of the lower lands (a stake with hickory and ash pointers)  
23 thence with line of same  $N 41\frac{1}{4}W$  148 poles to the  
24 beginning Containing  $24\frac{3}{4}$  acres

25 We have laid off and assigned to Floyd Kern  
26 the remainder of said lands bounded as fol-  
27 lows Beginning at white oak and dogwood on the  
28 south original tract Corner to Lot No 3 thence with  
29 original lines  $N 9\frac{1}{2}E$   $6\frac{7}{10}$  poles  $N 24\frac{1}{4}E$   $7\frac{4}{10}$  poles  
30  $N 55E$   $12\frac{1}{2}$  poles to a stake & walnut thence contin-  
31 uing with original lines  $N 29\frac{1}{2}W$  32 poles  
32  $N 25\frac{1}{2}W$   $48\frac{3}{10}$  poles  $N 36W$   $14\frac{3}{4}$  poles  $N 8\frac{3}{4}W$  16 poles



1 to a stake and ash original corner thence with original  
2 North line S 70° W 20 poles S 61 1/2° W 12 poles S 61 3/4° W 24 poles  
3 to Two dogwoods corner to Lot No 3 and with line  
4 of same S 41 1/4° W @ 128 poles to the beginning Con-  
5 taining 28 acres. More or less!

6 The proprietors of Lot No 3 shall have a right  
7 to use water for household purposes from the  
8 spring on lower lot No 2.  
9

12 Respet submitted This the 26<sup>th</sup>  
13 of Oct 1901  
14 L. M. Carniceal  
15 W. M. Hickam } Com.  
16 G. M. Watson

27 Bill of Cost

28 L. M. Carniceal surv. & Com \$ 16 00  
com 29 W. M. Hickam 2 days @ 2 4.00  
30 G. M. Watson " " 4.00  
31 No charge by the parties who \$ 24.00  
32 Carried chain &c



J. L. Glass et al  
vs { Plat & Report

E. A. Mc Pherson et al

Filed Nov 1st 1901

A. B. Munsey Clerk

72  
50  
1.00  
1.00  

---

3.22 Co CLK  
50  

---

3.72



To the Hon. H. A. W. Skeen, Judge of the circuit court for Lee county, Virginia.

Having been directed by a decree entered on the 4th day of March, 1901, by the said court in the chancery cause therein pending, entitled, "*J. L.* Glass et al. versus E. A. McPherson executor, et al." to proceed to collect from the purchaser Floyd Kern and his sureties, E. N. Brickey and J. H. Maness, the said three bonds for the sum of \$62.56 <sup>each</sup> as they became <sup>your commissioner</sup> due, now respectfully reports, that on or about the date that the first of the said bonds became due and payable, the same was paid in full to him by the said E. N. ~~Brickey~~ Brickey, and on or about the date the second of the said bonds became due and payable the same was likewise paid in full to him by the said E. N. Brickey, and on the first day of the term of the court, to-wit: the 15th day of February, 1904, the third <sup>which</sup> of the said bonds was then somewhat over due, was paid in full to him by E. B. Williams, the father-in-law of the purchaser, Floyd Kern.

Your commissioner further reports that he has partially disbursed the funds collected by him in this cause, and will fully disburse the same as speedily as possible, and when he has finally disbursed all money received by him he will make and file his complete report of disbursement.

Your commissioner further reports that on the date of the last payment above referred to, the said Floyd Kern reported to your commissioner, that he had assigned his purchase of this tract of land to the said E. B. Williams and directed me to ask the court to have the deed made directly to the said E. B. Williams which your commissioner agreed to do, and the said Kern further stating that he and his wife would join in the deed; the said Kern and Williams also reported to your commissioner, that this arrangement was satisfactory to the said E. N. Brickey.

My understanding of this matter is, that this conveyance to E. B. Williams is to be absolute on its face, but is really intended merely as a security to him for the money which he has



(2)

paid unto the land, he and the said Kern both stat<sup>ing</sup> to your commissioner, and which your commissioner also knows to be the fact, that the said Williams <sup>also</sup> furnished the said Kern the money with which to pay the cash payment on the day of the sale; and your commissioner understands that when the said Kern repays to the said Williams the money which he, the said Williams, has paid into the said land for the said Kern, that then the said Williams is to reconvey the said land to the said Kern and Brickey, Your commissioner asks, therefore, that pursuant to the request of the parties, a commissioner be appointed to make and execute to the said Williams, a deed conveying to him the land purchased by the said Kern under the proceedings of this cause.

Very respectfully submitted,

L. T. Hyatt  
Spec. Com'r.



J. L. Glass et als.  
vs. J. C. Hy.  
E. A. McPherson Exr  
re, et al.

~~Deed for Deed~~

Report of L. F. Hyatt  
Comm., showing full  
collection of purchase  
money.

Filed Feby 17, 1904  
H. C. C. Clark

Com. r.

to the said Williams the money which he, the said Williams, has  
your commissioner understands that when the said Kern receives  
with which to pay the cash payment on the day of the sale; and  
test, that the said Williams furnished the said Kern the money  
commissioner, and which your commissioner also knows to be the  
paid unto the land, he and the said Kern both state to your



To the Honorable H. A. W. Sheen, Judge  
of the circuit court of Lee County, Virginia.

Your undersigned Commissioner respectfully reports that pursuant to a decree entered on the      day of February, 1904, in the chancery cause therein pending, entitled "J. L. Glass et al vs. E. A. McPherson et al", he has made and executed a deed conveying to E. B. Williams the tract of land purchased by Floyd Kern under the proceedings of said cause, in which deed said Floyd Kern and wife joined.

Respectfully submitted

L. S. Hyatt,

Special Commissioner



J. L. Glass et al.  
vs. S. Lu Chy.  
J. S. Anderson et al.

Report of Deed

Filed Dec 5 1904  
H. E. Ewing clk.



J. L. Glass et al  
 vs  
 E. A. McPherson et al

In Chancery

New or corrected Statement of liens & claims against the  
 Estate of Thos. McPherson deceased,

No. 1	To J. L. Glass assignee for note executed by Thos. McPherson and Lydia McPherson his wife on the 9 <sup>th</sup> Novr. 1894 to A. J. Baker and assigned by him to J. L. Glass		
Preferred lien.	Nov. 29 <sup>th</sup> 1899, Int. from its date this sum	\$206 00	
	Int. from Novr. 9 <sup>th</sup> 1894, to Decr. 31 <sup>st</sup> 1897.	38 72	
	Credit Decr. 31 <sup>st</sup> 1897. . . .	<del>\$244.72</del>	
	Balance due Decr. 31 <sup>st</sup> 1897.	203 00	
	Interest to Novr. 1 <sup>st</sup> 1900	\$42.72	
		7.26	\$49.98
No. 2	To J. L. Glass, for note executed by Thos. and Lydia McPherson on the 13 <sup>th</sup> April 1898 to J. H. Maness, assigned by him to A. J. Baker, Feb 20 <sup>th</sup> 1899 and assigned by said Baker to J. L. Glass Octo 17 <sup>th</sup> 1899 for this sum. . . .	\$47.83	
	Int. from Decr. 1 <sup>st</sup> 1898 to Novr. 1 <sup>st</sup> 1900	5.50	53.33
3	To J. L. Glass, for note executed to Leonard Willison, Jan'y. 11 <sup>th</sup> 1899 and assigned by them to J. L. Glass Decr. 18 <sup>th</sup> 1899 for this sum	\$9.38	
	Int. from Jan'y. 11 <sup>th</sup> 1899, to Novr. 1 <sup>st</sup> 1900	1.01	10.39
4	To J. L. Glass for note executed to W. A. Owens by Thos. McPherson on Novr. 1 <sup>st</sup> 1898, and assigned by him to J. L. Glass, May 17 <sup>th</sup> 1900 for this sum	1 70	
	Int. from Novr. 1 <sup>st</sup> 1898, to Novr. 1 <sup>st</sup> 1900	20	1 90
5	To J. L. Glass, for acct due Perry Walker Jan'y 1 <sup>st</sup> 1899 & assigned by him to J. L. Glass for	3 20	
	Int. to Novr. 1 <sup>st</sup> 1900	35	3 55
6	To J. L. Glass, Bal. acct. on settlement	2 87	
	Int. from Jan'y. 17 <sup>th</sup> 1899, to Novr. 1 <sup>st</sup> 1900	30	3 17
	amt due Glass forward		\$122.32



1900 To this sum aint claims brought over \$123.52  
 Nov. 1. To W. H. Barham for note executed  
 7 by Thos. W. Pherson, Aug. 26<sup>th</sup> 1893 for \$9.50  
 Int. from Aug. 26<sup>th</sup> 1893, to Nov. 1<sup>st</sup> 1900 4.09 13.59

8 To Frank Maxey for <sup>(now)</sup> lost note  
 executed May 23<sup>rd</sup> 1898 by Thos. W. Pherson for this sum. - - 20.00  
 Int. from May 23<sup>rd</sup> 1898 to Nov. 1<sup>st</sup> 1900 2.98 22.98

9 To W. A. Orr for note executed  
 by Thos. W. Pherson, Feb. 21<sup>st</sup> 1896 due  
 nine months after its date for this sum 25.00  
 Int. from Nov. 21<sup>st</sup> 1896 to Nov. 1<sup>st</sup> 1900 5.9 3.09

10 To Johnson Corbush & Co for note  
 executed, by Thos. W. Pherson on  
 the 26<sup>th</sup> May 1898 for this sum 9.68  
 Int. from May 26<sup>th</sup> 1898. to Nov. 1<sup>st</sup> 1900 1.41 11.09

11 To S. H. Livasy for note executed  
 by Thos. W. Pherson on Octo. 5<sup>th</sup> 1893 for 3.65  
 Int. from Octo. 5<sup>th</sup> 1893. to Nov. 1<sup>st</sup> 1900 - 1.54 5.19

12 To Testerman Bros. for burial  
 account, as of Jan. 21<sup>st</sup> 1899 10.10  
 Int. from Jan. 1<sup>st</sup> 1899 to Nov. 1<sup>st</sup> 1900 1.11 11.21

13 To Frank Albert for note  
 executed by Thos. W. Pherson with  
 C. C. Poted as security on 22<sup>nd</sup> July 1897 for 5.00  
 Int. from July 22<sup>nd</sup> 1897, to Nov. 1<sup>st</sup> 1900. 92 5.92

14 To Dr. F. J. Nygal for Dr. Bill  
 as of January 1<sup>st</sup> 1899. 7.00  
 Int. to Nov. 1<sup>st</sup> 1900 84 7.84

15 To Dr. W. B. Horner for Dr. Bill 18.00  
 Int. from Jan. 19<sup>th</sup> 1899 to Nov. 1<sup>st</sup> 1900. 1.89 19.89  
 Amount, claims forward \$223.12



1900.  
Nov. 1<sup>st</sup>

To this sum amount claims brought over  
16 " " due L. C. Potock

\$223.12

2.55

\$225.67

17

To claim filed before me by  
Capt. H. C. Joslyn Trustee and  
Receiver for the securities of  
E. J. Cecil late Treas. Sec Co.

Which claim covers the amount  
paid by the Co. surities of said  
McPherson for him as of Jan.  
1<sup>st</sup> 1887 this sum

\$130.00

Interest to Nov. 1<sup>st</sup> 1900.

107.90

nnnnnn Total " "

\$237.90



New or Corrected  
Statement of Claims  
X Y.



J. L. Glass et al }  
 vs } In Chancery  
 E. A. McPherson et al }

Statement showing the claims against the Estate of Thos. McPherson dec'd. filed before me, showing amounts, dates priorities &c. viz -

No. 1	For note executed by said Thos. McPherson & Lydia McPherson his wife on the 9 <sup>th</sup> Novr 1894 to A. J. Baker & assigned by him to J. L. Glass Novr 29 <sup>th</sup> 1899. Int from date this sum	20 6 00	
	Int. from Novr. 9 <sup>th</sup> 1894 to Decr. 31 <sup>st</sup> 1897	38 72	
No. 2	amount due	\$ 244 72	
	Credit Decr. 31 <sup>st</sup> 1897	202 00	
3	Bal due	42 72	
	Interest to May 20 <sup>th</sup> 1900	6 10	\$ 48 82
4	For note executed by Thos. & Lydia McPherson Apr. 13 <sup>th</sup> 1898 to J. W. Maness & assigned by him to A. J. Baker & by him to J. L. Glass for	47 83	
	Int from Decr. 1 <sup>st</sup> 1898 to May 20 <sup>th</sup> 1900	4 20	\$ 52 03
5	For note executed by Thos. McPherson to Leonard Willis Jan'y 11 <sup>th</sup> 1899 & assigned by him to J. L. Glass for	9 38	
	Int. from Jan'y 11 <sup>th</sup> 1899 to May 20 <sup>th</sup> 1900	76	10 04
6	For note executed by same to W. A. Owens Novr. 1 <sup>st</sup> 1898 and assigned by him to J. L. Glass for	1 70	
	Int. from Novr. 1 <sup>st</sup> 1898 to May 20 <sup>th</sup> 1900	15	1 85
7	For acct due Perry Waller Jan'y 1899 and assigned J. L. Glass for	3 20	
	Int to May 20 <sup>th</sup> 1900	35	3 55
8	For Bal. account due J. L. Glass on settlement Jan'y 17 <sup>th</sup> 1899	2 87	
	Int to May 20 <sup>th</sup> 1900	23	3 10
9	For note executed by same to W. H. Barham Aug. 26 <sup>th</sup> 1893	9 50	
	Int thereon to May 20 <sup>th</sup> 1900	3 83	13 33
10	For Note (now lost) executed to Frank Maxey 23 <sup>rd</sup> May 1898 for	20 00	
	Int to May 20 <sup>th</sup> 1900 (See No. 8 for proof)	2 40	22 40
11	For note executed by dec'd to W. A. Orr Sr. Feb. 2 <sup>nd</sup> 1896 for	2 50	
	Int from Novr. 21 <sup>st</sup> 1896 to May 20 <sup>th</sup> 1900	53	3 03
12	For note executed by dec'd to Johnson & Lamb May 26 <sup>th</sup> 1898 for	9 68	
	Int to May 20 <sup>th</sup> 1900	1 14	10 84
Account forward -			\$ 168.99



1900  
May 20

Amount brought over

\$168.44

11

For Note to S. H. Linsay Oct. 5<sup>th</sup> 1893 for  
Int. from Oct. 5<sup>th</sup> 1893 to May 20<sup>th</sup> 1900

3.65  
65

4.30

Burred  
12

For note to J. H. Legg July 5<sup>th</sup> 1892 for  
Int. to May 20<sup>th</sup> 1900

3.90  
1.84

5.74

13

For account due Testerman Bros  
Jan'y 21<sup>st</sup> 1899 for Burial amt.  
Int. to May 20<sup>th</sup> 1900

10.10  
80

10.90

14

This this sum bal. paid by L. L.  
Potter late L. L. on York note  
Int. from Jan'y. 1<sup>st</sup> to May 20<sup>th</sup> 1900

5.65  
8

5.73

15

For note executed to Alberts on  
the 1<sup>st</sup> Jan'y 1897 by Thos. McPherson  
with L. L. Potter as security for  
Int. to May 20<sup>th</sup> 1900

5.00  
85

5.85

\$201.51

16

For claim due the Co. seen  
rites of Thos. McPherson as  
sureties on the official  
bond of G. T. Leckel as Treas  
Lee Co. and payable to H. L.  
Goshin Trustee & Receiver  
for said sureties as of Jan'y. 1887  
Interest to May 20<sup>th</sup> 1900 -

\$1,300.00  
104.39

\$2,343.90  
\$435.90

OK

List of Claims

from 1 to 16 inclusive

as to Thos McPherson  
own Estate

new list

made



\$ 3. <sup>20</sup>/<sub>100</sub> .

One day after date I bind myself heirs &c to pay **J. R. Legg,**  
Three Dollars and ninty Cents for value re-  
ceived, and I hereby waive the benefit of my homestead exemption, as to this debt.  
Witness ~~my~~ hand ~~and~~ ~~and~~ this the 5 day of July 1892.

*Thos. McPherson Seal*



Interest of 180 +

Princ<sup>l</sup> 890  

---

510



(12)  
J. R. Legg  
vs  $\frac{3}{4}$  Note  
Thos. McPherson

Barred by  
Stat. Limit  
Disallowed



Thos. Mc Pherson died June 21<sup>st</sup> 1899.

1897 Thos McPherson

In af with J. O. Gibson & Co

Dr

Jan'y 1<sup>st</sup> To 1 Suit cloths 8.00 boots 2.50 hat 1.25 bought Sep 30/96 11.75

Sworn to before me by Jno R. Gibson

this the 5<sup>th</sup> June 1900. A.B. Munsey Clerk

Virginia Lee County to-wit. This day Jacob L. Glass

this personally appeared before me A.B. Munsey Clerk  
of the Circuit Court Lee County and made oath that Thos  
McPherson stated to him that he bought the above  
articles of J. O. Gibson about the date of the above acct.  
this June 6<sup>th</sup> 1900 A.B. Munsey Clerk



Thos McPherson

To } 11.75-

J. O. Gibson & Co.

Barred by Stat.  
limitations.

Disallowed



1900  
Jan'y 10.

The Estate of Thos. W. Therson  
To C. C. Poter late Court. On

For amount paid as Bal. on the  
within note to the Adv. of

R. D. Young this am't \$5.65-  
Int to May 20<sup>th</sup> 1900 \$5.73

89 4 7  
81 12 24  
73 13  
12 4  
87 4  
3.4.9.6

8.00  
349  
11.49  
5  
6.49  
652  
5  
1.52  
103  
255

6.53

00 11 1  
89 5 7  
11 5.24  
12  
137.8  
68.9  
1.52  
137.5  
68.9 1087.28



Debt with Lick from Aug. 24<sup>th</sup> 1880. 100.00  
Lick Dec 24<sup>th</sup> 1881 8.00

61 12 24  
80 4 24  
12 4 6  
16

2420 Credit "  
1210 Lick to May 7<sup>th</sup> 1889

3630 Cr. May 7<sup>th</sup> 1889

Lick to Jan 10<sup>th</sup> 1900

108.00  
100  
8.00  
48.00  
3.53  
811.53  
5.00  
6.53  
4.17  
10.70

89 5 7  
81 12 24  
12 4 13

88.4  
44.2  
8  
353.6  
280  
3

1320

1900 - 1.10 6.53  
1889 - 5.7 261.2  
10.8.3 3391.8  
128.1 417.92

1980

15  
9900  
1.980  
29700

840  
1420  
1260  
720  
1980

Disallowed

14

31  
10  
5



April 22 1900

Judge W Va  
Mrs. J. S. G. Hyatt  
Lawville Va

you as Commissioner for  
the suit about our Land  
which was set for May the 1  
I can not be there on that  
day but my brother Vash  
W. O. McPherson will be there  
there are one note that Jake  
Gloss has that is not just  
has been paid and  
he has an account of \$2.50 I  
think it is not correct, the note  
that I am speaking of is a  
note that was given to a



P.S. I am Transcribing  
for C.C. Davis

Nursery up here  
you will not I suppose allow  
anything as any debts that  
Lambert kills, as we  
protect a year or two of  
them being allowed if the  
Law cuts them out  
yours & A Mc



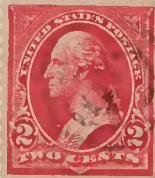
Mr. Burdett and if my  
Brother cannot show up  
that it should not be paid  
I would like for you to sit  
another day about maybe  
25 and tell my Brother to  
write me and I will come  
to attend to it or you write  
me it is not just to pay that  
note and the \$2.50 that I also  
Gloss talks the note I think  
is \$9.00 or \$10.00 you can sit it  
so half them over till I  
see them and if they cant attend to  
it I will come at set  
times if nothing happens and  
Oblige yours  
Truly & A. McPherson



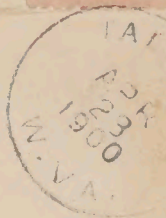
I have heard of some  
other Debs coming up  
a gainst the estate and if you  
can set an other day you  
will please do so



From  
E. A. McPherson  
Jaeger W. Va.



Ms J. A. G. Hyatt  
Jarrsville  
Lee county  
Virginia









Virginia

In the Chancery Court of Lee County.

J. L. Glass et al.

Plffs.

vs  
In Chancery.

E. A. McPherson et al.

Defds.

At the time of taking an account in the above styled cause, on the 7<sup>th</sup> day of Sept 1900.

Parties met, and by an agreement the further taking of evidence in this cause was continued until Sept. 14<sup>th</sup> 1900.

Met pursuant to adjournment on this 14<sup>th</sup> day of Sept. 1900

When E. A. McPherson was introduced and made oath in due form that his father Thos. McPherson died on the 21<sup>st</sup> day of January 1899.

The following agreement was entered into by and between the parties in interest viz, That Lydia McPherson only stands as security on the claims nos. 1 & 2, and that Thos. McPherson's Estate is to first be exhausted before she or her estate is to be held liable for these notes.

J. A. G. Hyatt, Clerk



"A."



This deed made this 17th, day of Mar. 1899 by and between J.V. Waulin and Malinnie  
ie Waulin his wife of the first part and E.N. brickey and Floyd Kern of the  
second part ~~all~~ of the County of Lee and state of Virginia witnesseth that for  
and in consideration of the sum of one hundred dollars in hand paid the receipt  
of which is hereby acknowledged the said party of the part doth grant bargain  
in sell and convey all of a certain tract or parcel of land situated in Lee  
County Va. and Bundid as follows Beginning on a white oak on the bank of a  
branch glass corner thence N.E. to three pines on a spur eastwardly to black  
oak on H.R. Tumsuon line thence N. 15 W 14 poles to a red oak bush on the side  
of a spur N. 30 W 48 1/2 poles to a double dogwood Southward-wardley in a  
swag to a pin oak then southwestwardly to dubble chesnut oak on top of high  
down a little holcove to a planted rock with the spring branch to big rock near  
robards sprange round said spring on the east side to the main branch so as to  
leave said spring on the west side with said branch to the beginning the party of  
of the first excepts a twelve foot road along the branch containing twenty five  
acres to hold the same ~~all~~ with all things pertaining thereto and we the said  
party of the first part do covenant and agree to and with the said party of  
the seckond part ~~that~~ we have a good and defeasible right to sell and convey  
the same and will warrant and forever defend the title to the said party of  
the second part to heirs and assigns forever witness our signatures and seals  
day and date above written.

James V. Walden (Seal)  
her  
Malinnie X Waulden (Seal)  
mark

I, James N. Ho-a Justice of the Peace for Lee County State of Virginia do serti  
fy that J.V. Waulin and Malinnia Waulin his wife whose names is signed to the  
foregoing deed baring date Mar. 17 day 1899 personly appeared before me in said  
county and acknowledgs the same to be there own act and deed and that they  
do not wish to retract the same. Given under my hand and seal this 17 day of  
mar. 1899.

James N Horton J.P.

Virginia, Lee County to-wit;

*Clerk of the*

In the office of the county court for said County the 19th, day of May



1899.this deed was presented,and together with the certificate thereto annexed admitted to record.

Teste S.V.F.Richmond Clerk

By M.D.Richmond D.C.

A Copy, Teste;-----Clerk.  
D.B.34,Page 115.)



James Walden wife  
Do { Deed  
E. A. Brickey et al

---

Copy-

"Exhibit No. 3"

Copy 50 cts,



This deed made this May 17th, 1902 by and between Floyd Kern of the first part and Delila J. Brickey of the second part, all of Lee County, Va.. Witnessed that for and in consideration of the love and affection that the party of the first has for said Mrs. Brickey ( she being his mother) The party of the first part, by these presents do hereby grant, give and convey unto the party of the second part, during her natural life all of a certain tract or parcel of land situated on Newmans ridge in Lee County Va. bounded as follows to wit Beginning at a large Spring corner made by Jesse Roberts decd. now a corner of Caleb Herd & Jas. V. Wallen Southwest up a spur on a line of Daniel Roberts & Jesse Roberts to the top of said spur, thence westwardly with the high ground to two red buds & hickory N.W. with a fence through the field and up the ~~the~~ ridge with a marked line made by Thos. McPherson & Floyd Kern to the Daniel Roberts North line to a stake in said line and with said line Eastwardly to a conditional line made by Caleb Herd & Floyd Kern, thence South down the ridge to a planted rock near a hollow another corner made by Caleb Herd & Floyd Kern, thence Eastwardly with a condition line made by said Herd & Kern to a rock near a road that leads from Caleb Herd's house down the ridge and with Conditional line made by said Herd & Kern to a rock at the corner of a fence thence a straight line to the beginning containing seventy acres more or less. To have and to hold the same with with all things pertaining thereunto unto the party of the second part during her natural life and at the death of the said Delila J. Brickey said conveyance shall cease at which time said conveyance is made to Bradley Kern the only son and lawful heir of the party of the first part, <sup>and the death of said party of the first part</sup> said Bradley Kern shall have full possession and this shall serve as a clear title for said premises to said Bradley Kern. Also the said party of the first part conveys a one half interest in a 25 acre tract purchased by said Kern & Brickey from James Wallen to have and to hold same as above stated unto said party of the second part as aforesaid. The party of the first covenants that he will forever warrant and defend the title to said land hereby conveyed. In witness whereof the party of the first has hereto set his hand and seal the day and date above written.

Floyd X Kern (Seal)  
mark

Virginia, Lee County to-wit;

I, W.A. Owens a Notary public in and for said county and State do certify that Floyd Kern whose name is signed to the above writing bearing date May 17th, 1902, personally appeared before me in my county and State aforesaid and acknowledged the same to be his own act and deed. Given my official signature May 17th, 1902.

W.A. Owens, N.P.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County the 17th day of May 1902. This deed was presented, and together with the certificate thereto annexed admitted to record.

Teste; B.M. Morgan Clerk.

A Copy, Teste; ----- Clerk.  
( D.B.No.39, Page 6 )



Floyd Kern  
To & Deed  
Delila Brickey

Copy

"Exhibit No. 4"

Clerk 50 cts.



This Deed made this the 21<sup>st</sup> day of December, 1903, between E.N. Brickey, Delia J. Brickey and Floyd Kern, Parties of the first Part and R.L. Pennington trustee, party of the second part.

E.N. Brickey and Delia Brickey  
Witnesseth that the said parties of the first part have purchased of R.L. Pennington Commissioner a certain tract of land consisting of certain tracts of lands decreed to be sold in the chancery cause of C.P. Carter vs Floyd Kern et al the partition of the Stony Creek Lumber Co. vs Floyd Kern et al at a price equal to the costs and the two debts of the said C.P. Carter and the Stony Creek Lumber Company, and have executed to the said C.P. Carter a note for the sum of \$69.93. due in 12 mos from Dec. 21<sup>st</sup>. 1903, and Three notes payable to the Stony Creek Lumber Co. for \$151.30 each, with interest from date due in 1, 2, and 3 years respectively from this date, now to further secure the payment of the said notes it is agreed that the judgements and decrees in said causes above referred to shall stand and remain in tact as though this deed of trust had not been executed, and that said cause shall be continued upon the docket untill said notes are fully paid, and hereby give, grant and convey unto the said R.L. Pennington trustee all the lands owned by the said parties of the first part, which lands are situated in Lee county, on Blackwater on Newman, s Ridge. in trust to secure the said debts as aforesaid in addition to the liens acquired against certain lands by the decrees and proceedings in said cause above mentioned. Witness our hands and seals the day and year first above written.

E. N. Brickey <sup>his</sup> Seal.  
Delia J. Brickey <sup>her</sup> Seal.  
Floyd Kern <sup>his</sup> Seal.

Virginia. Lee County, to wit: Abe Simpson Notary Public  
John McPherson, a justice of the peace  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ for the county of

Lee and State aforesaid do hereby certify that E.N. Brickey, Delia Brickey and Floyd Kern whose names are signed to the foregoing writing bearing date the 21<sup>st</sup> day of December, 1903, this day acknowledged the same before me in my county aforesaid. Given under my hand this Dec. 24 1903.

Abe Simpson N.P. *AS*



Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County,  
the 31st day of December 1903. This deed was presented, and together with  
the certificate of acknowledgment thereto annexed, admitted to record.

Teste;---*B. M. Morgan*-----Clerk.



P. H. Cunniff Trustee  
From  $\frac{2}{3}$  Decd of Trust

E. M. Priskie et al

Recorded in Decd  
Book No. 41 page 84

Examined Dec. 31 / 1903

• Indebted

Tax 1.00

Clerk 1.25

\$2.25 Paid



Thid



Oklahoma City  
O.T.

Jan. 7/1904.

Mr. J. A. G. Hyatt,  
Jonesville,  
Va.

Dear Sir and friend,  
I take the pleasure of  
writing you a few  
lines in answer <sup>to</sup> your  
letter of about 2 years  
ago, was glad to hear  
from you, we are hav-  
ing some of the nice  
weather for the time  
of year, we haven't  
had a bit of snow  
this winter, nor hardly  
any wet weather.



Is my money come due  
on Thas, McPherson  
estate yet, if it has  
send it to me, and if  
you have collected  
any part of it, send  
me what you have  
collected, I dont want  
to sell my claim for  
any less than what  
it is.

Yours Truly

Frank Macey

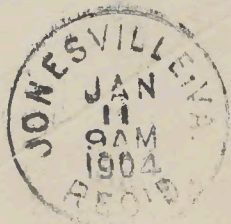


JAN 9 1904  
OKLAHOMA,  
OKLA



Mr. J. A. Hyatt  
Jonesville,  
Ga.







The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon *E A McPherson* in his own right and as executor of the last will of *Thos McPherson* deceased *Lydia McPherson, Nancy Herd nee McPherson Samuel McPherson Vastine McPherson Mary McPherson Flora Roberts nee McPherson, Marshall McPherson* the two last named being infants, *J H Maness A. J. Baker, and S. S. Sargener* trustee

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *January*, ~~1899~~ <sup>1900</sup>, to answer a bill in chancery, exhibited against *them* in our said court by *J. L. Glass and John T. McPherson*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *1st* day of *December* 1899, and in the *124<sup>th</sup>* year of the Commonwealth.

*A. B. Munsey* Clerk



J. L. Glass et als.

vs. }

SUBPOENA  
IN  
CHANCERY.E. A. McPherson,  
Ex r. &c. et al.

L. S. Hyatt, p. q

To 1st January Rules.  
Circuit to Court.

Lee County 1900

Executed Decr the 30th 1899

by delivering an office copy  
of the within to E. A.  
McPherson Lydia McPherson  
Nancy Herd Samuel McPherson  
Martin McPherson Mary McPherson  
Flora Roberts Marshall McPherson  
J. H. Maness A. J. Baker and  
S. S. Surgenor  
R. B. Livsey Dept for  
W. J. Milham S. L. C